



City of San Antonio
Development Services
Subdivision Section

PERFORMANCE AGREEMENT

I, _____ as _____
(Name) (Title)

do hereby agree that if the proposed plat _____,
(Plat Name) (Number)

filed by me is approved by the Planning Commission of the City Of San Antonio, Texas, the Director of Development Services of the City, may retain the plat in his possession without recording same for a maximum period of three (3) years from the date of plat approval, by which time I will have completed all site improvements and same will have been accepted by the City of San Antonio, or until I have filed with the City Clerk of the City of San Antonio, one of the following forms guaranteeing that all such improvements will be constructed within three (3) years of the date of plat approval. The form of the guarantee of performance shall be as follows:

- (1) A performance bond, meeting the requirements set out in Chapter 35 of the City Code, and which will be substantially in the form set out in Exhibit B of Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements.
- (2) A trust agreement, meeting the requirements set out in Chapter 35 of the City Code and which will be substantially in the form set out in Exhibit B to Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements.
- (3) Cash or cashier's check in the full amount of the uncompleted and unaccepted site improvements deposited with the Director of Development Services.
- (4) An irrevocable letter of credit, meeting the requirements set forth in Chapter 35 of the City Code and which will be substantially in the form set out in Exhibit B to Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements.

In any event, I fully understand and agree that, in addition to the requirement for a performance bond, trust agreement, letter of credit, and/or cash or cashier's check deposit to guarantee completion and acceptance of the site improvements before the plat is recorded, as hereinbefore stated, I, the undersigned subdivider and my heirs, or assigns, successors, or subsequent purchasers having any right, title or interest in the property described as: _____ or
(Plat Name and Number)

any part thereof, shall be liable to the City of San Antonio that all site improvements will be completed and, except for planned residential district buffer yards and public benefit features, accepted by the city within the time provided herein. However, should the completion of such site improvements be delayed by reason of strikes, riots, acts of God, acts of the public enemy, injunction, or other court action, or any other cause similar to those enumerated beyond my control, I shall be entitled to an extension of time equal to the time of such delay, which extension of time is to be fixed finally by written certificate made by the Director of Development Services. It is expressly declared that no such allowance of time will be made unless claimed by me and allowed and certified in writing by the Director of Development Services at the end of each period of such delay.

I further fully understand and agree that, at the end of each one year period until the expiration of three (3) years from the date of plat approval, the Director of Development Services shall review the cost estimate to complete the uncompleted site improvements outstanding at that date to determine the adequacy of any existing performance guarantee. Should the Director of Development Services conclude that the sum set out in such performance guarantee is inadequate to provide for the completion of the uncompleted site improvements at the then prevailing construction costs, he shall require either a substitute or an additional guarantee to cover the newly estimated cost.

Should such necessary additional or substitute guarantee fail to be provided to the Director of Development Services within thirty (30) days of the request for same, I understand and agree that the Director of Development Services shall refuse to accept a performance guarantee under any form which is related to the plat of a subdivision in which I have a principal or subsidiary interest. Such a plat, once it has been approved by the Planning Commission may be recorded only in the manner prescribed in Section 35-4222(a) of Chapter 35 of the City Code.

In addition, I further fully understand and agree that, if after the expiration of the time periods referred to herein, the site improvements have not been satisfactorily completed and accepted, the Director of Development Services shall refuse to accept a performance guarantee, under any form, which is related to the plat of a subdivision in which I have a principal or subsidiary interest. In any event, I agree that approval of the plat shall expire after three (3) years from date of approval unless I have either completed all site improvements and have had same accepted by the city or provided an appropriate performance guarantee.

Executed this _____ day of _____, 20_____.

(Subdivider)

By: _____

Title: _____

State of Texas §
§
County of Bexar §

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Return Copy to: _____

Name

Address

City & Zip Code